

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C1		PAGE OF PAGES 1   6	
2. CONTRACT (Proc. Inst. Ident.) NO. SPM3S1-12-D-Z119		3. EFFECTIVE DATE FEB 15, 2012		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. IQC90138009038			
5. ISSUED BY DLA Troop Support Philadelphia Subsistence Supplier Operations Directorate 700 Robbins Avenue - Bldg. 6 Philadelphia, PA 19111-6092 POC: Deborah Veneri/215-737-7346		CODE SP0300		6. ADMINISTERED BY (If other than Item 5) DCMA DETROIT US ARMY TANK AND AUTO COM-TACOM BLDG. 231 WARREN, MI 48397-5000		CODE S2305A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AmeriQual Group, LLC D/B/A AmeriQual Foods 18200 Highway 41 North Evansville, IN 47725				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days - FOB Destination			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
CODE ODVSO		FACILITY CODE		ITEM See Block 12			
11. SHIP TO/MARK FOR  See Delivery Schedule on Pages 2 thru 7 DO NOT SHIP TO ADDRESSES ON THIS PAGE		CODE		12. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SVC BSM P.O. BOX 369031 COLUMBUS, OH 45236-9031			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 263(c)(1)		14. ACCOUNTING AND APPROPRIATION DATA BX: 97X4930 5CBX 001 2630 S33189					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
0001	Mixed Fruit, Shelf Stable, Sweetened, 4.5 oz.						
0002	Pears, Shelf Stable, Sweetened, 4.5 oz.						
(See Quantity, Unit Prices - In Section B)							
				15G. TOTAL AMOUNT OF CONTRACT \$ \$3,226,500.00			
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to Issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ Including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or Print) John D. Knapp Senior Vice President				20A. NAME OF CONTRACTING OFFICER JAMES A. LECOLLIER			
19B. NAME OF CONTRACTOR BY <u>John D. Knapp</u> (Signature of person authorized to sign)		19C. DATE SIGNED 2-15-12		20B. UNITED STATES OF AMERICA BY <u>James A. Lecollier</u> (Signature of Contracting Officer)		20C. DATE SIGNED 2/15/12	
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is NOT usable				STANDARD FORM 26 (REV. 5/2011) Prescribed by GSA - FAR (48 CFR) 63.214(a)			

## SECTION B – SUPPLIES/SERVICES AND PRICES

### B-1. ITEMS TO BE SUPPLIED

- A. FOR MRE ASSEMBLY: MRE COMPONENTS are F.O.B Destination and were priced to the following three F.O.B. Destinations:

AmeriQual Packaging  
225 West Morgan Avenue  
Evansville, IN 47710

SOPAKCO, Inc.  
118 S. Cypress Street  
Mullins, SC 29574

The Wornick Company  
4700 Creek Road  
Cincinnati, OH 45242-8330

Note: The above listed definitions were for pricing purposes only. Some or all of these locations could change. Actual ordering quantities and shipping information will be provided in individual delivery order(s).

### B. QUANTITY REQUIREMENTS FOR BASE & OPTION YEARS

This contract is for an Indefinite Delivery/Indefinite Quantity contract with a minimum and maximum order quantity for a base period and each of the 4 option years as follows:

<u>LINE</u>	<u>Nomenclature/NSN</u>
<u>ITEM</u>	
0001	Mixed Fruit, Shelf Stable Sweetend, US Grade B or better, 4.5 oz., Flexibly Packaged, type V NSN: 8905-01-157-3024

#### Base Year

<u>Destination</u>	<u>Unit</u>	<u>Unit Price</u>
AmeriQual	EA	\$0.693
SOPAKCO	EA	\$0.715
Wornick	EA	\$0.701

Total Minimum Quantity for CLIN 0001:	750,000 EA
Total Maximum Quantity for CLIN 0001:	2,250,000 EA

Total Minimum base year dollar value for CLIN 0001: \$527,250.00

The effective period of the basic contract is from date of award through 366 days.

This contract contains 4 one (1) year option periods. If the Government exercised its option(s), the effective period of the contract may be extended. The minimum and maximum quantities and prices for each option period shall be as follows:

<u>Option</u>	<u>Assembler</u>	<u>Unit Price</u>	<u>Minimum Quantity</u>	<u>Maximum Quantity</u>
ONE	AmeriQual	\$0.705	750,000	2,250,000
	SOPAKCO	\$0.728		
	Wornick	\$0.714		

Total Minimum Dollar Value for CLIN 0001 Option Yr. 1: \$537,000.00

<u>Option</u>	<u>Assembler</u>	<u>Unit Price</u>	<u>Minimum Quantity</u>	<u>Maximum Quantity</u>
TWO	AmeriQual	\$0.718	750,000	2,250,000
	SOPAKCO	\$0.741		
	Wornick	\$0.727		

Total Minimum Dollar Value for CLIN 0001 Option Yr. 2: \$546,750.00

<u>Option</u>	<u>Assembler</u>	<u>Unit Price</u>	<u>Minimum Quantity</u>	<u>Maximum Quantity</u>
THREE	AmeriQual	\$0.732	750,000	2,250,000
	SOPAKCO	\$0.754		
	Wornick	\$0.740		

Total Minimum Dollar Value for CLIN 0001 Option Yr. 3: \$556,500.00

<u>Option</u>	<u>Assembler</u>	<u>Unit Price</u>	<u>Minimum Quantity</u>	<u>Maximum Quantity</u>
FOUR	AmeriQual	\$0.745	750,000	2,250,000
	SOPAKCO	\$0.768		
	Wornick	\$0.754		

Total Minimum Dollar Value for CLIN 0001 Option Yr. 4: \$567,000.00

Total 5 year Minimum Dollar Value for CLIN 0001: \$ 2,734,500.00

\* Note: The CLIN 0001 Weighted Average price for the base and all options years - \$0.729

<u>LINE</u>	<u>Nomenclature/NSN</u>
<u>ITEM</u>	
0002	Pears Shelf Stable, Sweetened, Sliced or Diced US Grade B or better, 4.5oz., Flexibly Packaged, Type IV NSN: 8915-01-224-6145

Base Year

<u>Destination</u>	<u>Unit</u>	<u>Unit Price</u>
AmeriQual	EA	\$0.721
SOPAKCO	EA	\$0.743
Wornick	EA	\$0.729

Total Minimum Quantity for CLIN 0002: 750,000 EA  
Total Maximum Quantity for CLIN 0002: 2,250,000 EA

Total Minimum base year dollar value for CLIN 0002: \$548,250.00

This contract contains 4 one (1) year option periods. If the Government exercised its option(s), the effective period of the contract may be extended. The minimum and maximum quantities and prices for each option period shall be as follows:

<u>Option</u>	<u>Assembler</u>	<u>Unit Price</u>	<u>Minimum Quantity</u>	<u>Maximum Quantity</u>
<b>ONE</b>	<b>AmeriQual</b>	\$0.734	750,000	2,250,000
	<b>SOPAKCO</b>	\$0.757		
	<b>Wornick</b>	\$0.743		

Total Minimum Dollar Value for CLIN 0002 Option Yr. 1: \$558,750.00

<u>Option</u>	<u>Assembler</u>	<u>Unit Price</u>	<u>Minimum Quantity</u>	<u>Maximum Quantity</u>
<b>TWO</b>	<b>AmeriQual</b>	\$0.748	750,000	2,250,000
	<b>SOPAKCO</b>	\$0.770		
	<b>Wornick</b>	\$0.756		

Total Minimum Dollar Value for CLIN 0002 Option Yr. 2: \$568,500.00

<u>Option</u>	<u>Assembler</u>	<u>Unit Price</u>	<u>Minimum Quantity</u>	<u>Maximum Quantity</u>
<b>THREE</b>	<b>AmeriQual</b>	\$0.762	750,000	2,250,000
	<b>SOPAKCO</b>	\$0.785		
	<b>Wornick</b>	\$0.770		

Total Minimum Dollar Value for CLIN 0002 Option Yr. 3: \$579,000.00

<u>Option</u>	<u>Assembler</u>	<u>Unit Price</u>	<u>Minimum Quantity</u>	<u>Maximum Quantity</u>
<b>FOUR</b>	<b>AmeriQual</b>	\$0.776	750,000	2,250,000
	<b>SOPAKCO</b>	\$0.799		
	<b>Wornick</b>	\$0.784		

Total Minimum Dollar Value for CLIN 0002 Option Yr. 4: \$589,500.00

Total 5 year Minimum Dollar Value for CLIN 0002: \$ 2,844,000.00

Total Contract Minimum Dollar Value: \$5,578,500.00

\* Note: The CLIN 0002 Weighted Average price for the base and all options years - \$0.758

The total Maximum quantity per CLIN that can be ordered per year are the quantities that AmeriQual provided in your Surge and Sustainment Plan.

The contractor is alerted to the fact that a delivery order covering the guaranteed minimum quantity cited above will be issued under separate cover, at a later date.

The effective period of Option Year One is from date of option award through 365 days thereafter.

The effective period of Option Year Two is from date of option award through 365 days thereafter.

The effective period of Option Year Three is from date of option award through 365 days thereafter.

The effective period of Option Year Four is from date of option award through 365 days thereafter.

Inspection is at ORIGIN  
Acceptance is at DESTINATION

Page 1, Block 17 Continued: In addition to Solicitation SPM3S1-10-R-7070, this contract incorporates Amendments 0001 through 0003, the offeror's proposal, negotiation letter dated May 3, 2011, final revised proposal letter dated July 11, 2011, extension of offer letters dated November 22, 2011, January 22, 2012 and the responses to these letters dated May 18, 2011, July 14, 2011, November 25, 2011, January 25, 2012 and this award/contract.

Authorized Production Lot Standards:

CLIN	Item	Lot Number
0001	Mixed Fruit	0155
0002	Pears	0158

**Inspection Office:**

USDA AMS FV PPB  
Anthony G. Chartrand, OIC  
4318 North Technology Drive  
South Bend, IN 46628-9752

**Inspection Offices**

Army Veterinary Inspector (AVI)

**Place of Performance:**

AmeriQual Group, LLC D/B/A  
AmeriQual Foods  
18200 Highway 41 North  
Evansville, IN 47725

**Payment Address:**

AmeriQual Group, LLC.  
P.O. Box 633030  
Cincinnati, OH 45263-3030

**Remittance Address:**

AmeriQual Packaging  
C/O Fifth Third Bank  
Cincinnati, OH 45263-3031

**Subcontracting Plan Delegation:**

DCMA, Dayton, OH is responsible for administration of the Individual Subcontracting Plan for Small, Small Disadvantaged, Small Woman-Owned, HUBZone, Veteran-Owned, Service Disabled Veteran-Owned, Ability one Concerns, and other Small Businesses submitted by the Wornick Company.

The following clauses are updated and incorporated by reference:

**FAR 52.203-13** Contractor Code of Business Ethics and Conduct Requirements updated to April 2010.

**FAR 52.209-6** Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment updated to December 2010.

The following clause is incorporated in full text:

**252.216-7006 ORDERING (MAY 2011) DFARS**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from date of award through 365 or 366 days for Leap Years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.